

Remarks

1. Summary of Office Action

In the Office Action mailed March 27, 2006, the Examiner rejected claims 1-14 under 35 U.S.C. § 102(b) as being allegedly anticipated by U.S. Patent No. 5,987,100 (Fortman et al).

2. Status of the Claims

Presently pending and under examination are claims 1-14, of which claim 1 is independent and the remainder are dependent.

3. Response to § 102 Rejection

As noted above, the Examiner rejected claims 1-14 under § 102 as being allegedly anticipated by Fortman. Applicant respectfully submits that this rejection is improper and should be withdrawn, because Fortman does not teach (expressly or inherently) each and every element of any of these claims as would be required to support an anticipation rejection under M.P.E.P. § 2131.

At a minimum, Fortman does not teach delivering content in a first presentation mode format to a client device while in a state of the session and, in response to a mode-switching signal received from the client device, continuing the session by delivering the content in a second presentation mode format to *the client device*, where the first presentation mode format is different from the second presentation mode format.

Fortman teaches a universal mailbox, or messaging center, which is capable of receiving and delivering messages in numerous formats. According to Fortman, the messaging center is equipped with a translator, allowing the messaging center to receive a message from a caller in

any format, translate the message to any delivery format, and deliver the message to a subscriber in the delivery format. Thus, the universal mailbox taught by Fortman can deliver messages in any format, independent of the format in which a message is received.

The fact that Fortman can receive a message from a caller in a first format and send the message to a subscriber in a second format does not amount to Applicant's claimed feature of delivering content to a client device in one presentation mode format and, in response to receipt of a mode-switching signal from the client device, delivering the content to the client device in a different presentation mode format. Indeed, Fortman's function of delivering a message, translated to the format specified by the subscriber, does not achieve the benefit of the presently claimed invention, namely, in a single session, delivering the same content, in a first format and then a second format, to *the same device*.

In rejecting claim 1, the Examiner asserted that column 7, lines 5-19, of Fortman teaches, while in a state of a session, delivering content to a client device in a first presentation mode format. Further, the Examiner cited column 7, line 65 to column 8, line 5, of Fortman as teaching, in response to a mode-switching signal, continuing the session in the state by delivering the content in a second presentation mode format, to the client device. Applicant respectfully disagrees.

At column 7, lines 5-19, Fortman teaches receiving, at a universal mailbox, a message from a caller in a caller format. The mailbox then stores the message and notifies a subscriber that a message is waiting for retrieval (column 7, lines 10-13). The subscriber can then establish a connection to the mailbox and request the message (column 7, lines 32-40). The subscriber's request may specify a retrieval format, or the mailbox may use a default retrieval format for the type of device used by the subscriber (column 7, lines 45-52). After determining the retrieval

format, Fortman teaches sending the message to the subscriber in the retrieval format (col. 8, lines 3-5).

However, Fortman never teaches, in a single session, sending the *same* message to the *same* client device in both a first *and* second presentation mode format. At best, Fortman teaches sending a message in a first format from a first device (a caller's telecommunications equipment), and delivering the message in a second format to a *second* device (a subscriber's telecommunications equipment).

Because Fortman does not teach all of the elements of claim 1, Applicant submits that Fortman fails to anticipate claim 1. Further, because claims 2-14 each depend from claim 1, it follows that Fortman also fails to anticipate claims 2-14.

6. Conclusion

For the foregoing reasons, Applicant submits that claims 1-14 are in condition for allowance. Applicant thus respectfully requests favorable reconsideration. Should the Examiner wish to discuss this case with the undersigned, the Examiner is welcome to call the undersigned at (312) 913-2141.

Respectfully submitted,

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